

Charlotte-Mecklenburg Board of Education
Procurement Services Dept
4421 Stuart Andrew Blvd., Room 210
Charlotte, NC 28217
Re: Classroom Video System

Letter of Introduction/Executive Summary

To Whom It May Concern,

CENTEGIX, LLC (together with its parent, 34ED, LLC, and affiliates Kloud-12 and Dooley Education Solutions, the "Company"), is pleased to submit a proposal to the Charlotte-Mecklenburg Board of Education for a Classroom Video System solution that incorporates our industry leading classroom educational video for professional development and virtual learning, a turn-key classroom sound field enhancement system, and CENTEGIX Campus-wide Crisis AlertSystem.

The primary mission of CENTEGIX is implementing innovative classroom solutions and education solutions that protect students and staff and increase student academic achievement. CENTEGIX proposal includes technologies designed to keep teachers and students safer, provide a way for teachers to grow professionally, allow students to learn virtually and to enable students to hear more clearly in the classroom. CENTEGIX represents the future of classrooms in the United States providing advanced technology to support the two fundamental requirements of any educator; the safety of all students and staff, and higher academic achievement

CENTEGIX 360-degree, 12 mega pixel, 4k cameras provide schools with an advanced professional development platform designed to help teachers enhance instruction through personal video. Utilizing Kloud-12's industry leading software, teachers can simply and conveniently record, review, reflect, and share lessons with colleagues in their PLCs or collaborate with administrators for effective feedback via virtual observations. With Kloud-12 software technology, teachers can refine technique, adjust teaching styles, and thus achieve better results. Additionally, classroom cameras are rapidly advancing the educational objective of higher academic achievement by enabling teachers to provide students and parents access to recorded lessons for anywhere, anytime, any device learning.

Through wholly owned affiliate Kloud-12, CENTEGIX provides CMS with the industry's most advanced network video management and distribution system. CENTEGIX is the only authorized dealer and certified instructional trainer of Kloud-12, a product which allows teachers to easily record, access, and share recorded lessons. Kloud-12 effortlessly turns classroom recording into

an automatic observational tool that can promote the safety of students and staff while encouraging higher academic achievement.

Through its established partnership with Audio Enhancement, CENTEGIX has provided classroom soundfield enhancement systems to school districts across the Southeast. Audio Enhancement designed, patented, and produced the first infrared, wireless teacher microphones, which have revolutionized the industry. The quality, dependability, and reliability of their products has exceeded anything available to K-12 classrooms. Over the past 30 years Audio Enhancement has manufactured, installed, and serviced more classroom soundfield enhancement systems in the United States than any other company.

Providing a safe and secure learning environment is perhaps the single greatest challenge facing K-12 schools, universities and colleges today. CENTEGIX proprietary Crisis Alert system provides the tools needed to meet this challenge and protect students and staff from ever-increasing threats. It is the only employee panic system that includes an integrated crisis management platform designed to accelerate crisis awareness, response and management. The powerful blend of hardware, software and wireless technologies is designed specifically to help schools accelerate emergency awareness, response and critical communication when it's needed most. The wearable alert badge provides all school employees an instant way to notify appropriate personnel and authorities for a variety of classroom and school incidents or emergencies. Working in conjunction with cameras the Crisis Alert system provides critical information and notifications to first responders including a link to a live audio and video feed accessible by the front office, any designated administrator's device, and internal and external first responders whenever the teacher presses the alert badge.

CENTEGIX is excited about this opportunity to partner with CMS to implement our advanced technology solutions to help you achieve your objectives. A partnership with CENTEGIX will provide optimal value for every student, educator, and administrator throughout your district.

Statement Re: Vendor's Financial Stability

CENTEGIX, LLC (together with its parent, 34ED, LLC, and affiliates Kloud-12, and Dooley Education Solutions, the "Company"), has been in continual operation since October 2015. During this time of operation CENTEGIX has been financially stable with steadily increasing revenue year after year. CENTEGIX is fully able to deploy the recommended solution presented within this response.

Primary Contact for Project

Michael Dooley
Director of Operations
(706)-340-3011
mdooley@kloud-12.com

Physical Address

CENTEGIX
1071 Ridge Pointe
Athens, GA 30606

Mailing Address

CENTEGIX
P.O. Box 48826
Athens, GA 30604

Printing Acknowledgement:

This response has been printed on recycled paper with a minimum post-consumer content of 30% per bid requirement.

FORMS – CMS

DocuSign Envelope ID: F5725D5A-D751-43E9-B05E-37C647CB559E		INVITATION FOR BIDS NO. 163-1484	
 4421 Stuart Andrew Blvd. Charlotte NC 28217		Bids will be publicly opened: Wednesday, September 12, 2018 @ 3:00pm EST (Prevailing Local Time)	
		Contract Type: Agency Specific	
Refer ALL Inquiries to: Amy Shire 980-343-6615		Commodity: Classroom Video System	
E-Mail: amym.shire@cms.k12.nc.us		Using Agency Name: CMBE	
(See page 2 for mailing instructions.)		CMBOE Requisition No. N/A	
Website: www.cms.k12.nc.us			

NOTICE TO BIDDERS

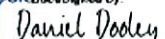
Sealed bids, subject to the conditions made a part hereof, will be received at this office (The Charlotte-Mecklenburg Board of Education Procurement Services Dept., The Atrium @ 4421 Stuart Andrew Blvd., 2nd Floor Room 210, Charlotte NC 28217) until 3:00pm on Wednesday September 12, 2018, on the day of the opening and then opened for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a bid for the same commodity, and is in all respects fair and without collusion or fraud. Under penalty of perjury, the undersigned offer or certifies that this quote has not been arrived at collusively or otherwise in violation of Federal or North Carolina law.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: 34ED LLC DBA Centegix/Kloud-12		FEDERAL ID OR SOCIAL SECURITY NO. 82-3617556	
STREET ADDRESS 1071 Ridge Pointe		P.O. BOX 48826	ZIP 30604
CITY & STATE & ZIP Athens GA 30606		TELEPHONE NUMBER 404-606-1975	TOLL FREE TEL. NO (800)
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING Daniel Dooley President		FAX NUMBER	
AUTHORIZED SIGNATURE 	DATE 9/5/2018 5:52:04 PM	E-MAIL: Daniel@Kloud-12.com	

Offer valid for 365 days from date of opening unless otherwise stated here: _____ days (See Instruction to Bidders, Item 5). Prompt Payment Discount: 0 % _____ days (See Instructions to Bidders, Item 6)

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of The Charlotte-Mecklenburg Board of Education shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and The Charlotte-Mecklenburg Board of Education Standard Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR The Charlotte Mecklenburg Board of Education USE ONLY	
Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification.	
By _____	(Authorized representative of CMBE)

Page: 4
Bid No.

OFFEROR: _____

BIDDER DATA

Date Firm Established 10/6/2016

Years of Experience 25 Years

Current Number of Full and Part-time Employees 16

Bidder is a Smart Technology Trained Installer, Technician, and factory authorized to install equipment offered.
(Yes/No) No

Estimated time to install one unit. 20 Min Camera, 20 Min Crisis, 1 Hour Audio Per Classroom

Total number of days required to complete the entire installation project. 14

Installation service will be performed by bidder. (Yes/No) Yes

If no, who will perform installation?

Name: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____

Years of Experience _____

Current Number of Full and Part-time Employees _____

Installer is a Smart Technology Trained Installer, Technician, and factory authorized to installed equipment offered. (Yes/NO) _____

Estimated time to install one unit. _____

Total number of days required to complete the entire installation project. _____

If additional space is needed please provide information in the space below.

Page: 5
Bid No.

OFFEROR: _____

SERVICE:

- A. Bidder is an authorized Smart Technologies Reseller in the State of North Carolina for the K-12 Education Markets. (Yes/No) No
- B. Bidder is a Smart Technology Trained Installer and Technician to install and repair equipment offered during warranty period. (Yes/No) No
- C. Warranty service will be performed by bidder. (Yes/No) Yes Camera and Crisis (Audio Enhancement will warranty Audio)
- C. If no, who will perform warranty service?
- Name: Audio Enhancement
- Address: 14241 S Redwood Rd
- City Bluffdale State Utah Zip 84065
- Telephone: 800-383-9362
- D. Warranty service to be initiated within 24 hours after notification by agency. (Yes/No) Yes If no, how long? _____
- E. Warranty on-site calls within one business day for hardware issues. (Yes/No) No
- Is there a maximum number (Yes/No) Yes If so, how many? 48-72 Hours

REFERENCES

List below three (3) references for contracts (past or present) of a similar nature and scope as the project you are quoting:

Name of Firm or Agency	Contact Person	Telephone #	Contract Amount
Phenix City Schools	Nathan Walters	334-298-0534	102 Classrooms
Douglas County Schools	Todd Hindman	770-651-2000	165 Classrooms
Lumpkin County Schools	Rob Brown	706-864-3611	65 Classrooms

Page: 15
 Bid No. _____

OFFEROR: _____

**MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE (M/W/SBE)
 Utilization Form
 For: Purchases of Goods and Services**

We, 34ED, LLC DBA Centegix/Kloud-12 do certify that on the _____
 (Bidder)
Classroom Video System
 (Bid Description)
163-1484 \$ \$215,615
 (Bid Number) (Dollar Amount of Bid)

This form must be completed regardless of the amount or lack of M/W/SBE participation attained.

I will expend a minimum of 0 % of the total dollar amount of the contract with minority, women, or small business enterprises. M/W/SBEs will be employed as vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Address	*M/W/SBE Category	Work description	Dollar Value

*M/W/SBE categories: Black, African American (B), Hispanic (H), Asian American (A) Native American Indian (N), Female (F), Small (S), or Socially and Economically Disadvantaged (D)

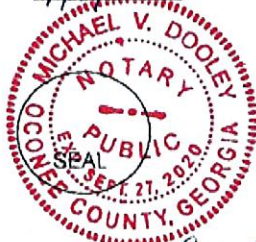
The undersigned will enter into a formal agreement with Minority/Women/ Small Business Firms for work listed in this schedule conditional upon execution of a contract with the Charlotte-Mecklenburg Board of Education.
Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 9/2/2018 Name of Authorized Officer: Daniel Dooley

Signature: Daniel Dooley

Title: President



State of Georgia, County of Oconee
 Subscribed and sworn to before me this 1 day of 9, 2018 Notary
 Public [Signature]
 My commission expires Sept 27, 2020

Specifications – Response

1. System must allow for end user integration with directory services such as Google Apps and Microsoft One-Drive.
 - a. Centegix fully meets this specification via Active Directory.
2. System must require the user to login with O-Auth (Login through Google Single Sign On Application Required)
 - a. Centegix fully meets this specification through open authorization via Google Single Sign On.
3. System must allow the end-user the option to schedule a one-time recording or recurring recording with a maximum length of two hours per recording.
 - a. Centegix fully meets this specification. Users can schedule both one-time or recurring recordings up to two hours.
4. The system shall provide for Network Digital Video recording. Recording shall be schedulable. Recording shall be automatically uploaded into the end users OneDrive OR Google Drive Account.
 - a. Centegix fully meets this specification. All digital video recordings are schedulable and processed via the school's network to the video recorder. It is then automatically uploaded in the end user's OneDrive or Google Drive.
5. The system shall schedule recordings on the camera. System shall record to the SD card located on the camera. The system shall then transfer the completed video to the network video recorder.
 - a. All video is recorded to the SD card within the camera, then processed to the network video recorder based upon a schedule determined by the school.
6. System must first send recorded videos to a district owned Google Drive Account or Microsoft OneDrive Account, which will then share the file with the end user. The individual who initiated the recording can then choose to share the completed recording if they wish to do so.
 - a. Videos are first processed to a district owned Google Drive or OneDrive account, before being processed to the end user's account. The end user can then share the video if desired.
7. The systems recordings and media artifacts shall be automatically converted into a mp4 format. The system shall be responsible for transferring this recorded media artifact to the primary OneDrive or Google Drive. Of the recordings (data files) produced by the recording and storage process, at least one must be compatible for playback via any mobile platform.
 - a. All videos are automatically converted to mp4 format and can be played via any mobile platform.
8. Screen Capture/Lecture Capture- System shall be able to record a full HD Video of the

classroom camera and a full HD Video of the end user's computer. The system will merge the video to produce 1 file. File will directly go into the users Google Drive or OneDrive Account.

- a. Centegix fully meets this specification with Kloud-12's Lecture Capture and capability.
9. The System shall have the capability to provide IPTV
 - a. The system fully supports IPTV directly within the web-based system.
10. The system must have the ability to provide closed captioning on a video.
 - a. Centegix fully meets this specification.
11. The system shall facilitate automatic bandwidth detection and variable bit-rate playback of recorded artifacts.
 - a. We leverage Google's Auto Bandwidth Services to provide the best quality video for the district.
12. The system must allow for teacher editing of a recorded video via both trimming and cutting capabilities. Trimming is defined as removing parts from the start or end of the video to shorten it. Cutting is defined as removing parts from the middle of a video and merging the pieces back together into a single video.
 - a. Users can edit a recorded video via both trimming and cutting capabilities on the same screen within the web-based system.
13. System must have the capabilities to allow for a user to share their live view with another end-user for a specified amount of time.
 - a. Users have total control over the sharing of their live camera view through permissions. These permissions can grant unlimited access to another user, or limitations such as date and time can be enacted to limit live view access.
14. System must have the capability to extract a single view from a quad view post record.
 - a. All video is recorded in quad view. During the extraction process a user can select with quads to extract into the final video recording.
15. System should not require on premise storage greater than one day.
 - a. The server that we provide moves the video from the camera to the Cloud. The video only stays on the server for a couple hours maximum.
16. Teacher interface should come with voice command navigation.
 - a. The system has the ability to navigate by voice commands assuming there is a microphone on the computer.
17. Teacher interface should enable teachers/users to perform any action (command) in the solution in three-page views or less.
 - a. The easy to use and intuitive interface allows a user to perform any action in less than three-page views. Most are performed with only two-page views.
18. System must allow a teacher to schedule recording for certain days of the week.

- a. Users can schedule a one-time recording or a recurring recording for any single or multiple day configuration, including specific time windows.
- 19. System must integrate with the below Crisis Management software.
 - a. Both systems are owned and developed by Centegix, so they integrate completely. This also helps the district because they don't have to contact multiple vendors.
- 20. System must work with the Certified Camera below
 - a. Kloud-12's web-based software fully integrates with the certified camera described in the below specifications.

360 Degree 12MP Classroom Camera

Provide a classroom camera that has the ability, in one camera, to provide 360° monitoring, a wide variety of transmission modes and a super-wide-angle fisheye lens. The camera shall also include a browser native transmission. The 360° camera shall include a wide variety of image capture modes that perform distortion correction:

1. Panorama
2. Double Panorama
3. Quad PTZ
4. Single PTZ

The 360° camera provided has the ability to record a super-wide-angle fisheye lens of a classroom and fulfills all of the above specs and requirements.

Additional Required Specifications

1. 12 MP Camera
2. Multiple 1-1.264, I-ILS streams and JPEG streams ensure simultaneous real-time monitoring and high-resolution recording.
3. AAC Audio Encoding Required
4. No RS-0232 plug allowed on the camera
5. No RS-232 allowed to trigger alerts through or from the camera
6. Streaming required for browser native viewing of the audio and video stream
7. Smooth PTZ operation without mechanical action
8. DWDR, Day/Night (CR), 3DNR, ROI, AWB, AGC, BI-C
9. Built-in distortion correction function
10. A fish-eye lens control function realizes intelligible screen operation intuitively.
11. Privacy Zone can mask up to four private areas, such as windows and entrances/exits.
12. Must provide IR Emitters for providing IR light for low lighting situations
13. Record a dewarped view to the SD Card

14. Camera must integrate with a campus wide (in the building and outside the building, including ball fields) crisis management system (Below) that allows a wearable panic button for all faculty and staff
15. Camera must work with Crisis Alert System Below.
16. Camera should utilize the internal microphone and not rely on an external source.
 - a. Centegix fully meets the above additional required specifications, #1 – 16. More specifically, the camera will fully integrate with the Crisis Alert System specs listed below.

Crisis Alert System Provided

1. Crisis Alert must have the ability to work with the above camera to provide first responders a view to a camera if one is present in the vicinity of an alert.
 - a. Centegix Crisis Alert does have this ability and will show the camera stream on responder's mobile phones and desktop computers.
2. Crisis Alert system should be able to activate an alert, even if power and/or network is cut to the school (for at least up to 1 hour from the time of power loss).
 - a. Centegix Crisis Alert has a backup battery of 1+ hour and has the capability to activate a building alert without a network connection.
3. Crisis Alert must have audible and color-coded visual notification hubs for informing building occupants of an alert.
 - a. Centegix Crisis Alert includes visual locating beacons that beep and flash the color to match the district's emergency protocols.
4. The Crisis Alert *Alert Badge* must fit behind existing teacher badge.
 - a. The Centegix Crisis Alert Badge measurements are 3.375" x 2.125 to match industry standard ID badge size.
5. Alert Badge must have a 2+ year battery life without having to be recharged.
 - a. The Centegix Crisis Alert Badge has a 3+ year battery life without needing to be recharged.
6. Alert Badge must be able to call for help to only designated responders and not set off a lockdown in doing so.
 - a. The Centegix Crisis Alert Badge includes two activation options which can be programmed to alert responders of two different incidents. The first is only a help call that goes to responders without activating a lockdown.
7. Alert Badge must be able to separately initiate a lockdown.
 - a. The Centegix Crisis Alert Badge includes two activation options which can be programmed to alert responders of two different incidents. The second option not only notifies responders, but also activates a lockdown within the school.

8. Crisis Alert System must integrate and show live camera feeds near an alert.
 - a. The Centegix Crisis Alert system can integrate with many models of cameras to show a live camera feed to responders when an alert is in the camera area.
9. The system must have the ability to show an active alert on every computer in the school.
 - a. The Centegix Crisis Alert system gives the option for an active alert to display on every computer in the location within an active alert.
10. The system must have the ability to disable the record feature during an active alert.
 - a. The Centegix Crisis Alert system integrates with the Kloud-12 software to not allow recording during a specified active alert.
11. Crisis Alert System can be deployed without needing wiring going to every room.
 - a. The Centegix Crisis Alert system was designed for fast installation and power interruption protection by using extended length batteries and eliminating the need for wiring to each classroom.
12. Crisis Alert hub options should be available in a plug form factor.
 - a. The Centegix Crisis Alert Hub conveniently plugs into a standard 110v outlet for easy deployment.
13. Crisis lighting alerts should not require a dedicated hub and need for wiring.
 - a. The Centegix Crisis Alert Beacons with visual indications do not require wiring or a hub in every room to operate.

Classroom Sound Amplification

The amplifier shall be used to power the speakers contained within the classroom. It will provide the ability to connect to the dedicated self-contained Infrared or XD receiver in the ceiling via a CAT5/6 cable.

1. The amplifier shall meet the following specification:
 - a. Audio Power: 16 Watts RMS
 - b. THD < 50 Hz to 15 kHz
 - c. Power Requirements: 24 VDC, 2 Amps. Power supply shall be included
 - d. The amplifier shall have the following controls:
 - e. Auxiliary Input Volume Controls – 1 Control
 - f. Assistive Listening/Line Output with Volume Control
 - g. All volume control for both the teacher and student pass around microphone shall be done remotely through the teacher microphone only. Systems that have level controls for the teacher or student microphones on the amplifier or in any other location other than on the teacher microphone will not be considered.

- h. Because of the size of Charlotte Mecklenburg all amplifiers/microphones must NOT connect or reside on the network

Centegix fully meets the above classroom sound amplification specifications 1, a-h, for the amplifier. In addition, no amps or microphones will connect or reside on the CMS network.

- 2. The amplifier shall have the following connections:
 - a. One Speaker connection
 - b. One 3.5 mm Line Input
 - c. Coaxial 24 VDC power connection
 - d. System must have the ability to decrease the level of the multimedia presentation when the teacher speaks. This must be done actively, only quieting the multimedia when the teacher is actually talking into the microphone.

The amplifier provided will meet all specifications 2, a-d.

XD Teacher Microphone

Provide a body pack transmitter with performance as follows:

- 1. Integrated microphone
- 2. Internal charger circuit
- 3. Micro USB Charging Port – must be capable of being charged from a standard USB port – including a port on a computer
- 4. Power button functionality
- 5. Power on – turns the microphone on when microphone is off, and button is pressed
- 6. Mute – mutes the microphone when pressed and released once microphone is turned on
- 7. Power Off – push and hold to turn power off
- 8. External Inputs
- 9. Provide an input for an external microphone
- 10. Provide an input for a stereo auxiliary input (Mixed to Mono in microphone)
- 11. Microphone Element – The teacher microphone shall utilize a 10 mm microphone element to insure optimum frequency response and maximum pickup of teacher's voice.
- 12. Power 1 - LiON Long Life Battery (Systems using two (2) batteries will not be considered)
- 13. Battery style must be common between handheld microphone and teacher transmitter. Systems that use different batteries in the handheld vs. teacher microphone will not be considered.

14. Provide remote volume control for the system from the teacher's transmitter
15. Volume control via the wireless microphone system to allow the teachers to remotely adjust their own volume level
16. Volume control for the auxiliary inputs from the teacher's microphone

Centegix provides the XD teacher microphone which meets all listed specifications above, 1-16.

Handheld Microphone

1. Integrated microphone
2. Internal charger circuit
3. Micro USB Charging Port – must be capable of being charged from a standard USB port – including a port on a computer
4. 1/8" (3.5 mm) auxiliary input connection - Provide an input for a stereo auxiliary input (Mixed to Mono in microphone)
5. Power 1 - LiON Long Life Battery (Systems using two (2) batteries will not be considered)
 - a. Battery style must be common between handheld microphone and teacher transmitter. Systems that use different batteries in the handheld vs. teacher microphone will not be considered.
6. Operational Modes
 - a. the handheld microphone must be equipped with two operational modes
 - b. Push-to-Talk Mode – the user simply depressed the power button to talk and when released, the microphone automatically turns off – this provides for a number of separate microphones to be used consecutively and greatly reduces the chance of channel interference

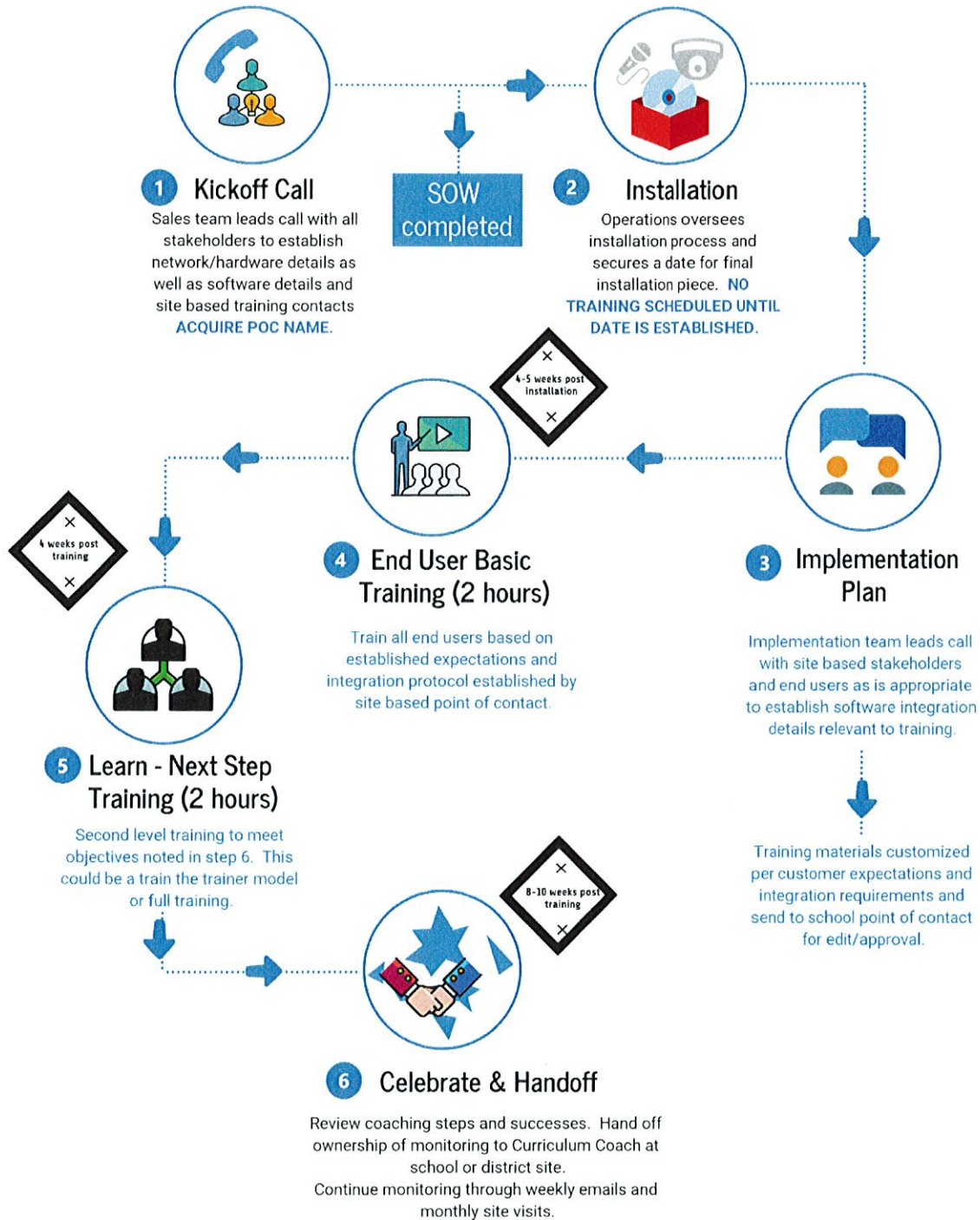
Centegix provides the handheld microphone which meets all listed specifications above, 1-6.

Training Services

Comprehensive training has been included as part of the proposal. The school will receive comprehensive training on the Crisis Alert system, along with the classroom camera, Kloud-12 video software, and classroom audio solutions being proposed. Training will include all necessary information and hands-on instruction needed to fully operate each system. For additional support beyond training, CMS will have access to periodic check in emails, support team access, system usage reports, automatic software upgrades, and built-in support documentation available through our Kloud-12 Knowledge Base website.

Following is the CENTEGIX Customer Journey Map which provides a visual overview of the implementation process.

Customer Journey Map



Item Pricing

CHARLOTTE-MECKLENBURG SCHOOLS

PURCHASING DEPARTMENT

ADDENDUM # 1 BID # 163-1484

Classroom Video System

The following addendum hereby amends and/or modifies the Bid Documents and specifications as originally issued IFB 163-1484. All Bidders are subject to the provisions of this Addendum.

This Addendum consists of:

- Bid Opening date has been changed to Tuesday September 18, 2018 @ 3:00pm
- Page 4- Bidder Data Information removal of Smart Technology verbiage
- Page 5-Service- removal of Smart Technology verbiage
- Page 13- Item Pricing has been changed to:

Item Pricing

ITEM	Qty	Part#	Unit Cost	Total Cost
Classroom Camera System	55	EDU-IP-12360SP	\$1,225	\$67,375
Classroom Camera System Installation	55	EDU-I-1127	\$100	\$5,500
Kloud-12 Server	1	EDU-KS-64	\$7,370	\$7,370
Classroom Sound Amplification System	55	AE-CA30666	\$1,485	\$81,675
Classroom Sound Amplification System Installation	55	EDU-I-6687	\$250	\$13,750
Professional Development	1	EDU-PD-3488	\$1,995	\$1,995
Crisis Alert System	55	EDU-CAS-3434	\$690	\$37,950
Crisis Alert System Installation	55	N/A	N/A	Included above
Total Project Cost				\$215,615
				(Tax not included)

*Crisis Management is not normally calculated by classroom because it is an entire school campus alert system.

*Crisis Management price will change depending on other school sizes.

*Kloud-12 Renewal is \$3,000 per school per year.

*Crisis Management Renewal is \$2,000 per school per year.

*Kloud-12/Crisis Management Combo Renewal is \$4,000 per school per year.

Additional details regarding the above items recommended for this project can be found within Appendix A.

COMPLETED BID WITH SIGNED ADDENDUM MUST BE SUBMITTED FOR YOUR BID TO BE CONSIDERED.

BIDDER: Centegix

ADDRESS: (CITY & STATE) P.O. Box 48826

Athens, GA 30604

AUTHORIZED SIGNATURE:



DATE:

9/8/2018

NAME & TITLE: (TYPED) Daniel Dooley, Chairman & Chief Strategy Officer

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chastain & Associates Ins P.O. Box 1908 Athens GA 30603		CONTACT NAME: Angela Jones PHONE (A/C, No, Ext): (706) 543-2575 FAX (A/C, No): (706) 543-4847 E-MAIL ADDRESS: angle@chastain-asso.com	
INSURED 34ED, LLC dba Centegix & Kloud-12 1071 Ridge Pointe Athens GA 30606		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover INSURER B: The Beazley Group INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL189526221

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	BURN	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					ZHAA807637 04	07/02/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ERISA \$ 50,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY "ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED" (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WHAD041128	09/14/2018	09/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability					W1DAC7180201	02/01/2018	02/01/2019	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Charlotte-Mecklenburg Schools 4421 Stuart Andrew Blvd Charlotte NC 28217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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W-9

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
34ED LLC

2 Business name/disregarded entity name, if different from above
d/b/a CENTEGIX

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Applies to accounts maintained outside the U.S.:

5 Address (number, street, and apt. or suite no.) See instructions.
1071 RIDGE POINTE

6 City, state, and ZIP code
ATHENS, GA 30606

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

Employer identification number

8 2 - 3 6 1 7 5 5 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

9/5/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form W-9 (Rev. 11-2017)

Appendix A – Hardware Specifications & Warranties

The following pages contain hardware specifications and warranties for the equipment being recommended by CENTEGIX in the following order:

- A. Camera
- B. Crisis Alert
- C. Audio
- D. Warranties

EDU-IP-12360SP

360 RMV Class room SAFE Alert
audio dome camera



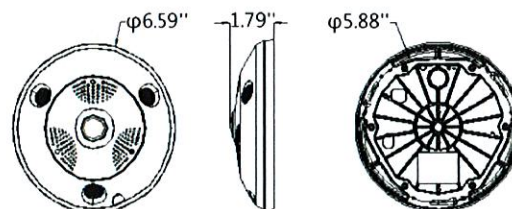
Camera	
Image Sensor	1/1.7" Progressive Scan CMOS
Signal System	PAL/NTSC
Min. Illumination	0.01 Lux @(F1.2,AGC ON), 0.04Lux @ (F2.4,AGC ON), 0lux with IR
Shutter time	1/3 s to 1/100,000 s
Lens	2mm, F2.4. Angle of view: 180°(wall mount), 360°(ceiling mount)
Digital Noise Reduction	3D DNR
Wide Dynamic Range	Digital WDR
Day& Night	IR cut filter with auto switch
Compression Standard	
Video Compression	H.264/MJPEG
Video bit rate	32Kbps~16Mbps
Audio Compression	G.711/G.722.1/G.726/MP2L2
Dual Stream	Yes
Image	
Max. Image Resolution	4000x3072
Frame Rate	High-frame Mode: support 50Hz: 1 x fisheye (4000x3072, 20fps) or (3072x3072, 2560x2560, 25fps) 60Hz: 1 x fisheye (4000x3072, 20fps) or (3072x3072, 24fps) or (2560x2560, 30fps) Multi-channel Mode: support 50Hz: 1 x fisheye (1280 x 1280, 12.5fps) and 1 x panoramic (2048x 1536, 12.5fps) and 3 x PTZ (1024 x 768, 12.5fps) 60Hz: 1 x fisheye (1280 x 1280, 15fps) and 1 x panoramic (2048 x1536, 15fps) and 3 x PTZ (1024 x 768, 15fps)
HLC	Support
Day/night Switch	Auto / Manual / Scheduled / Alarm trigger
Image Settings	Saturation, brightness, contrast adjustable through client software or web browser
ROI	Support
Network	
Network Storage	NAS (Support NFS,SMB/CIFS)
Alarm Trigger	Line Crossing, Intrusion Detection, Motion detection, Dynamic analysis, Tampering alarm, Network disconnect, IP address conflict, Storage exception
Protocols	TCP/IP,ICMP,HTTP,HTTPS,FTP,DHCP,DNS,DDNS,RTP,RTSP,RTCP, PPPoE,NTP,UPnP,SMTP,SNMP,IGMP,802.1X,QoS,IPv6,Bonjour
General Function	User Authentication, Watermark, IP address filtering, anonymous access, flickerless, heartbeat, video mask
System Compatibility	ONVIF (Profile S, Profile G), PSIA, CGI, ISAPI
Interface	
Audio input	1 3.5mm audio interface, Mic in/Line in 1 built-in microphone by default, 24db
Audio output	1x 3.5mm audio output interface 1x Built-in speaker by default, support echo cancellation
Communication Interface	1 3.5mm audio output interface 1 built-in speaker by default, support echo cancellation
Alarm	1 input, 1 output
On-board storage	Built-in Micro SD/SDHC/SDXC slot, up to 128 GB
General	
Operating Conditions	-22 °F ~ 140 °F, Humidity 95% or less (non-condensing)
Power Supply	12 VDC ± 10%, PoE (802.3af)
Power Consumption	Max. 12 W
Impact Protection	IEC60068-2-75Eh, 50J; EN50102, IK10
Weather Proof	IP66
IR Range	50ft
Dimensions	Φ6.59" x 1.79"
Weight	3.08lbs



Features

- 12.3MP, 4000x3072@20fps
- 2mm fixed lens
- 360° panoramic view
- Built-in microphone & speaker
- IR up to 50ft
- Support on-board storage up to 128GB
- IP66, IK10
- DC 12V, POE
- Video Content Analytic

Dimensions



Order Model

EDU-IP-12360SP

Optional Brackets

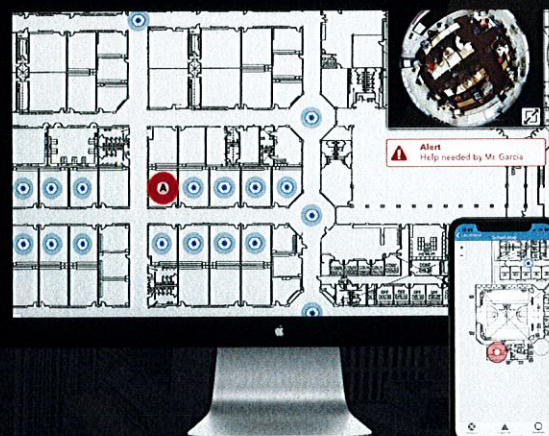


* Product specifications may change without prior notice.

WHEN SECONDS MATTER...

KNOW SOONER.

Give every staff member a quick and discreet way to call for help or initiate a lock-down from anywhere on campus.



RESPOND FASTER.

Receive alerts immediately on computers and mobile phones with critical information including who needs help and where they are located.



Mesh Network

Our mesh network is built on the same technology trusted by the top security companies. Our proprietary wireless is proven to not interfere with existing infrastructure and reduces the overhead and burden to your IT staff by being independent.



Dependable

We know the system has to work when you need it. Our self-healing network and battery backup protect the system from device interruption or power failure.



Rapid Deployment

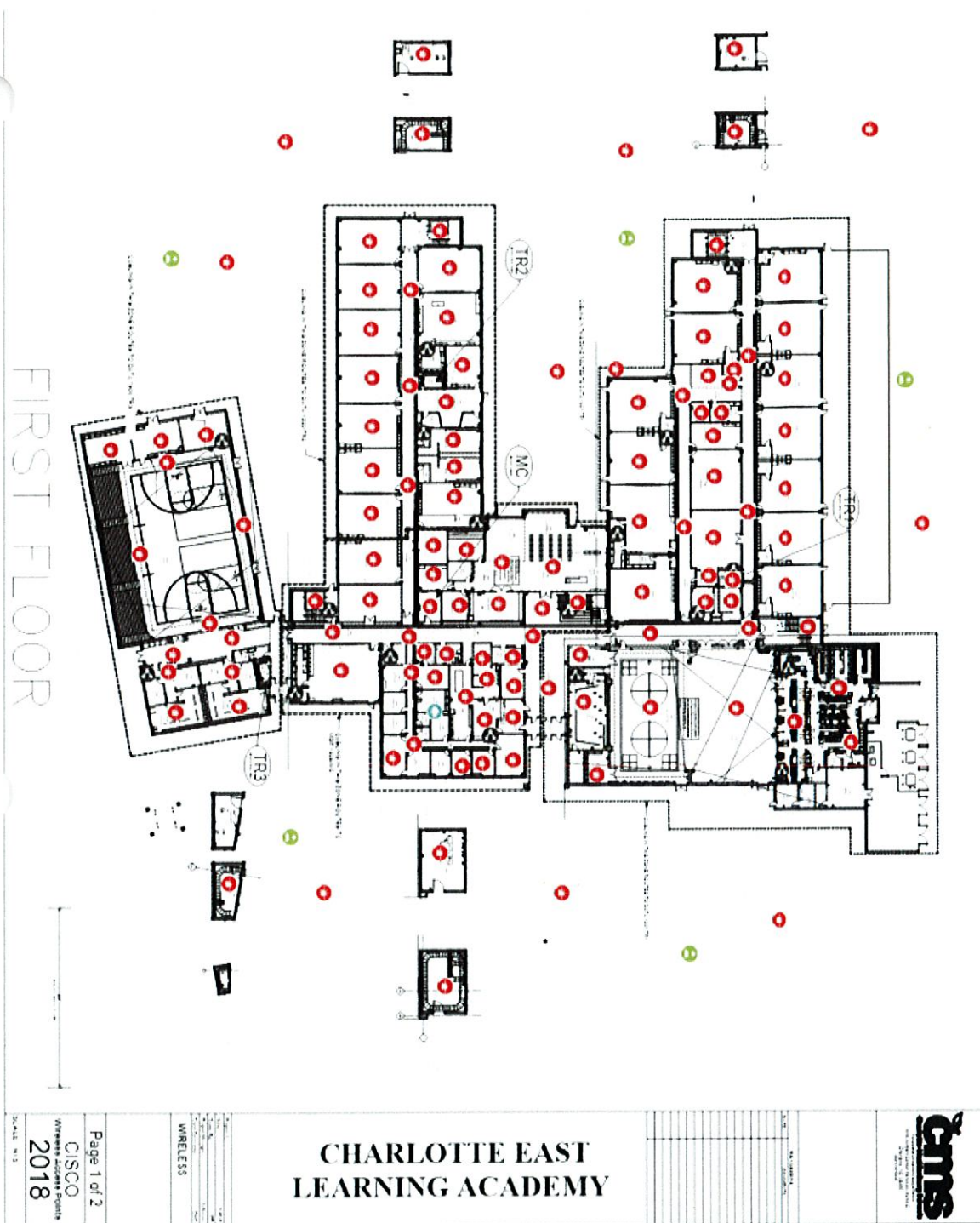
By combining wireless technologies into one device, there is no need for expensive cabling. Installations that could take weeks now take days.



Visually Connected

See a visual feed of the nearby camera when an alert is triggered, saving critical time in assessing the situation and coordinating a response.





SECOND FLOOR



CHARLOTTE EAST LEARNING ACADEMY



DATE: 12/12/2018
BY: [Signature]

WIRELESS

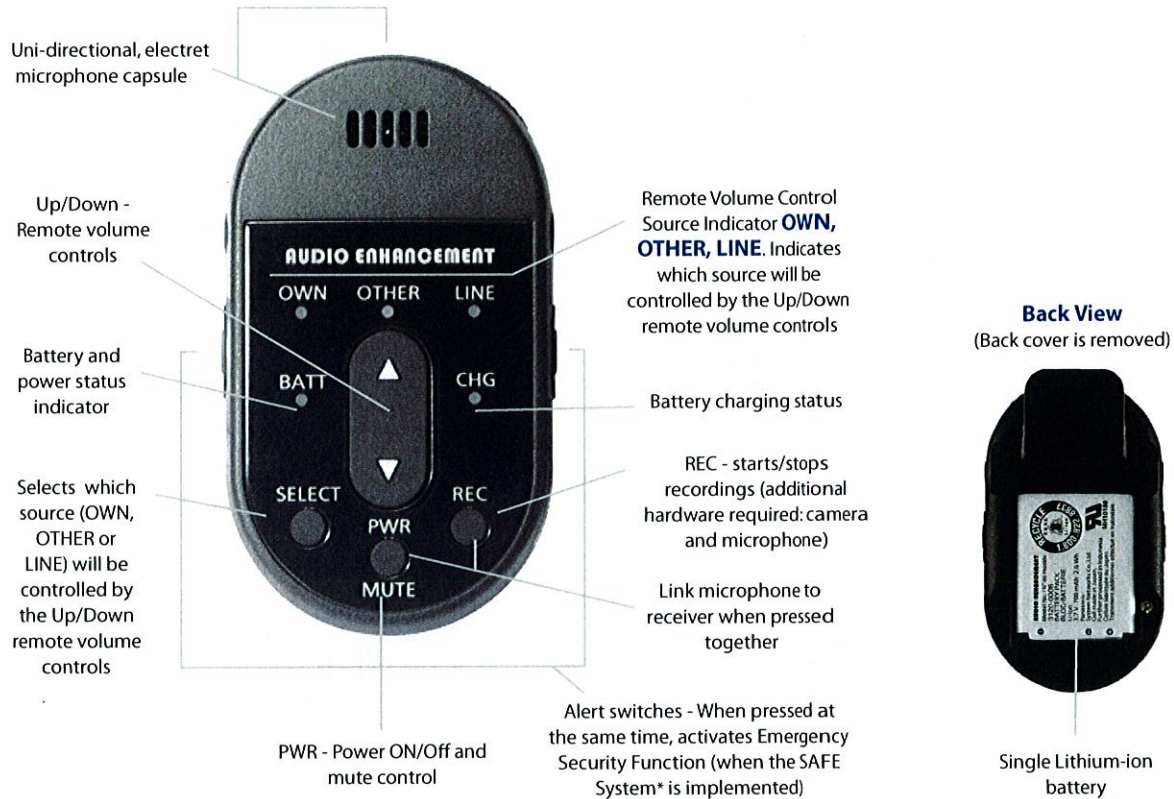
Page 2 of 2

CISCO
Wireless Access Points
2018

SCALE: N/A



XD Teacher Microphone Specifications



The **XD Teacher Microphone** is the perfect teacher option for reaching every student in large spaces, classrooms with windows, libraries, and gymnasiums. Teachers get the same great audio quality you've come to expect from Audio Enhancement, Inc. in more teaching spaces than ever before!

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XD Teacher Microphone Specifications

Microphone Controls

"PWR", "MUTE"- Power/Mute: On/Off & Mute

"SELECT"- Select: Own - Other - Line input for remote control

Remote volume buttons (up/down)

Alert Switches:

- Emergency Security Function (SAFE System)- Press and hold both side buttons for 2 seconds to activate

System Frequency	XD Technology 1.9 GHz
Coverage	Adjustable for optimal coverage from small classrooms to cafes, gyms and other large spaces
Microphone type	Unidirectional electret condenser microphone
Auxiliary Input Level	Line Level 3.5 mini jack (plug-in power compatible)
Auxiliary Input	Line Level 3.5 stereo mini jack (monaural mix)
Battery Type	Lithium-Ion Battery (rechargeable)
Talk Time	8 - 10 Hours
Charge Time	~4 Hours (5V/500mA)
Charging Method	Micro USB charger (supplied)
Temperature Range	41 °F - 95 °F (5°C ~ +35°C)
Humidity Range	~90%
Weight & Dimensions with Batteries	1.8 oz (50 g) 3.31 (H) x 1.89 (W) x 0.63 (D) in. (84 H x 48 W x 16 D mm)

*The SAFE System (patent pending) is an alert notification system not intended to be a life-saving device or prevent emergencies. Audio Enhancement, our agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the application of our equipment. In the event of misuse or malfunction of the SAFE System or any of its components, Audio Enhancement, our agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly therefrom.



 Sold only in the USA



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DC-40440.01



The **XD Handheld Microphone** engages students in class discussion and make their voices heard for all to hear! Students that use the handheld microphone speak more confidently and thoughtfully. XD patented technologies now allow Handhelds to be taken into rooms that are larger—e.g. gyms, band rooms, cafeterias—contain open windows, are open plan classrooms and have objects often come between the microphone and receiver.



Microphone Specifications

System Frequency	XD Technology 1.9 GHz
Microphone Controls	"PWR Link" & "TALK (button)" - Link to receiver "TALK" (button) - press to temporarily unmute microphone "TALK" (switch) - switch up/down to unmute/mute microphone
Coverage	Adjustable for optimal coverage from small classrooms to cafes, gyms and other large spaces
Microphone type	Unidirectional electret condenser microphone
Auxiliary Input	Line level stereo mini jack (monaural mix)
Battery Type	Lithium-Ion (Rechargeable)
Talk Time	8 - 10 Hours
Charge Time	~4 Hours
Charging Method	Micro USB charger (supplied)
Temperature Range	41 °F - 95 °F (5°C ~ +35°C)
Humidity Range	~90%
Weight & Dimensions with Batteries	4.8 oz (136 g) 8 1/2 (H) x 13/4 (W) x 1 9/16 (D) in. (217 H x 44 W x 40 D mm)

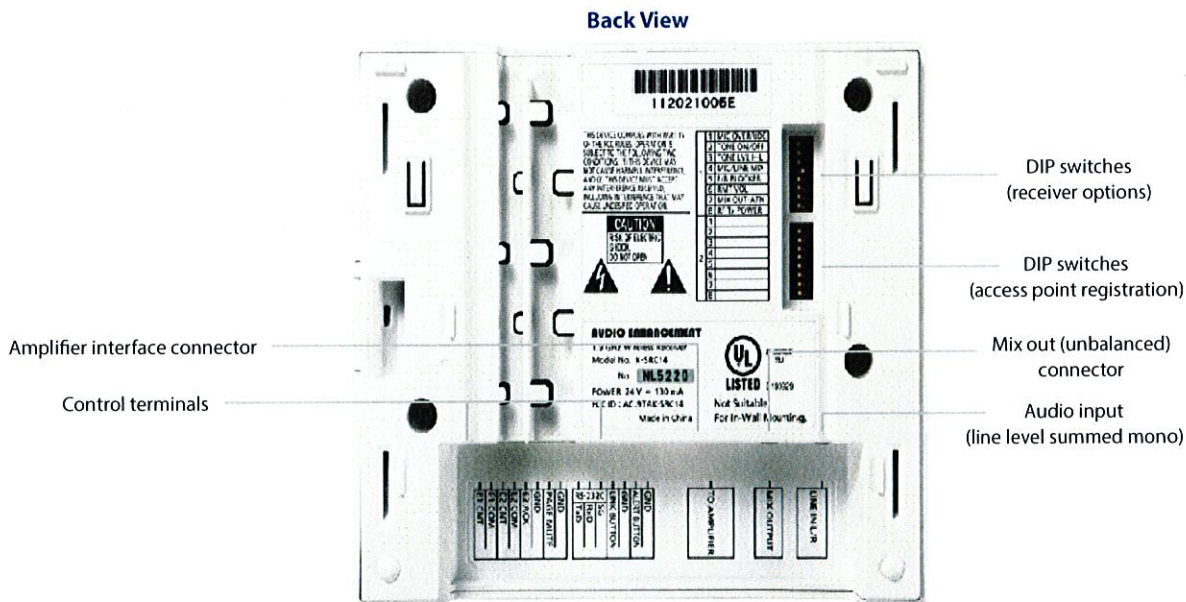
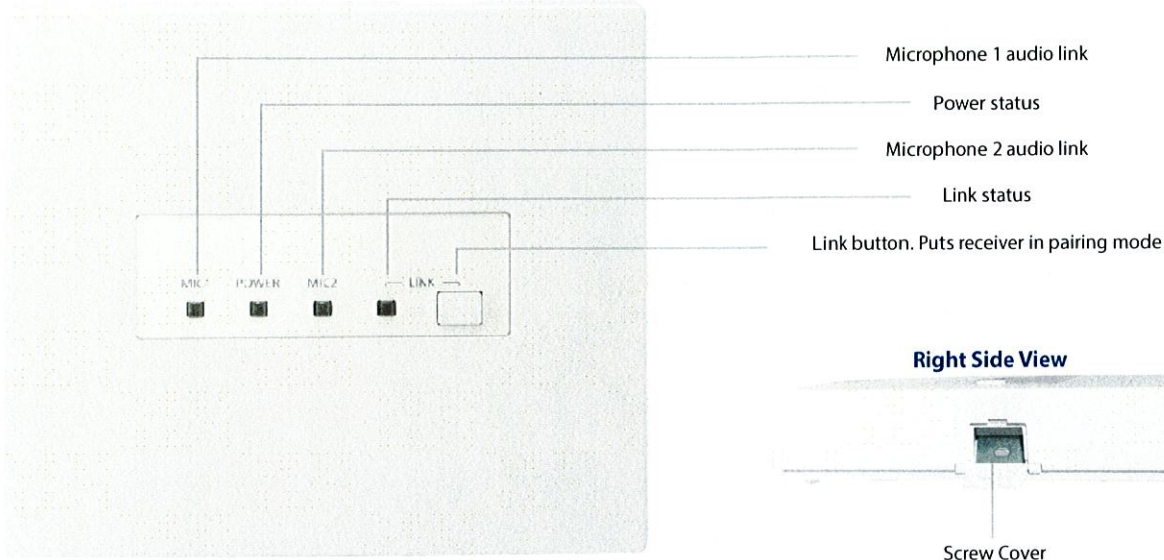


XD  Sold only in the USA
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TECHNOLOGY

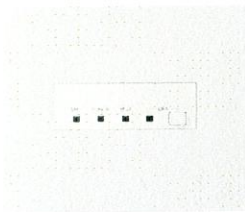
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DC-40441.01



The **XD Receiver** is the control center for the XD classroom microphones. This device receives audio signals and translates them into crystal-clear instruction through cutting-edge Audio Enhancement speakers. This receiver does not permit unpaired microphone audio to bleed into its speaker system.



XD Receiver Specifications

System Frequency	XD Technology 1.9 GHz
Coverage	Adjustable for optimal coverage from small classrooms to cafes, gyms and other large spaces
Microphone Type	Unidirectional electret condenser microphone
Auxiliary Input	Line level 3.5 stereo mini jack (monaural mix)
Power Requirement	24 VDC @ 130 mA
Temperature Range	32 °F - 104 °F (0°C - 40°C)
Audio	
General Signal to Noise Ratio	85 dB or more (Receiver to Mix/MIC output) By auto level control function in Microphone
Line In	Line level 3.5 mm stereo mini jack
MIC1 / MIC2 (Microphone Output)	-5 dBV Balanced, Adaptive impedance 10 kΩ or more, ϕ3.5 mm (ø1/8 inches) stereo mini jack (Tip: Hot, Ring: Cold, Sleeve: GND)
Mix Out Line Level	RJ45 line level output, line level 3.5 mm stereo output
Audio Out (Mix Out)	Line level 3.5 mm output mini jack (Tip, Ring: Hot, Sleeve: GND)
Audio control	Feedback blocker
Control Terminal	
REC/E1	Output terminal
Alert/E2	Output terminal
Remote Link Button	
Remote Alert/E2 Button	
RS-232C	TxD, RxD, Gnd, 9600 Baud
Interface, Other, and Exterior	
Audio/Power Connection	RJ-45, audio/power
Remote control via Microphone and RS-232	Audio controls Mic 1, Mic 2, Line Input levels REC/E1 REC/E2
Accessories	Ceiling tile bridge available Ceiling/wall mount bracket included
Finish	ABS resin white color
Weight & Dimensions	11.52 oz (325 g) 6 3/16 (H) x 7 3/16 (W) x 1 3/8 (D) in. (157 H x 183 W x 35 D mm)



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DC-40442.01

Angled View



Side View



The **Ceiling Speaker** (CS-12) has a tuned ported enclosure that provides superior bass response while maintaining efficiency. Speaker grill comes pre-installed from factory. Spring-loaded mounting tabs make for easy and secure installation. Metal speaker back meets UL 2043 criteria for plenum installation. All metal, spring-loaded terminals provide easy and convenient attachment of speaker wires.



Typical 4-speaker per standard classroom



Speaker Specifications

Frequency Response	70 Hz to 15 kHz (-10dB) 100 Hz to 14 kHz +/- 2 dB
Power Handling	50 W continuous pink noise
Sensitivity	88 dB 1 Watt / 1 meter
Impedance	8 Ohms nominal
Type	Vented enclosure
Mounting	Spring-loaded mounting tabs
UL 2043	Speaker back can meets UL 2043 criteria for plenum installation
Weight	3.0 lbs. (1.36 kg)
Dimensions	Depth 5.8 in. (147.3 mm) Grill Diameter 8.5 in. (216.0 mm) Mounting hole 7.0 in. (178.0 mm)



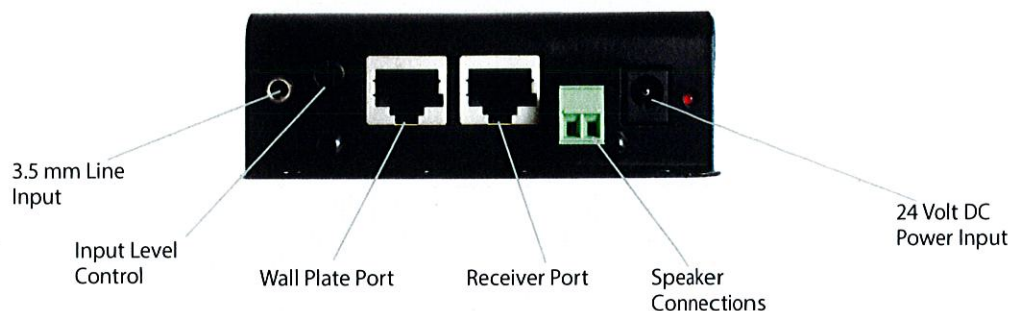
Back can is RoHS and UL compliant.



Top View



Front View



The **CA-30 Classroom Amplifier** is designed to complement projectors or flat panel displays to provide high quality playback of multimedia audio. The CA-30 amplifier is the perfect solution for evenly distributing music and other auxiliary sound throughout a classroom and an affordable price.

- Versatile mounting system
- Mounts directly to projector poles
- Mount in plenum rated ceiling enclosures or inside cabinets
- Plug and play compatibility with Audio Enhancement's XD or IR classroom microphones





CA-30 Amplifier Specifications

Electrical Characteristics:	
Output Power	
THD @ 1% (4 Ohm load)	16 Watts
Frequency Response	20 Hz to 20,000 kHz
Connectors	One 3.5 mm input with volume control Accessory port (RJ-45) with balanced line input unbalanced line output RJ-45 input for IR-Satellite (TLD100) or XD Receiver (K-SRC14), provides both audio and power 24 DC Power Input Speaker connection
Material	Metal
Weight	.45 lbs (7.2 oz)
Dimensions	4.25 in. (L) x 3.625 in. (W) x 1.25 in. (H) (10.8 cm x 9.2075 cm x 3.18 cm)



Standard Five-Year Limited Warranty

34ED, LLC

34ED, LLC (Provider) is pleased to offer a standard five (5) year limited manufacturer's warranty ("Limited Warranty") against malfunction due to manufacturing defects in materials or workmanship on the camera. The Limited Warranty applies only if: (1) the 34ED camera is installed according to manufacturer's instructions and (2) the 34ED camera has not been misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of the manufacturer.

Limited Warranty: The following are not included under this Limited Warranty: (1) Misuse or abuse by the Customer; (2) normal wear and tear; and (3) physical damage to the 34ED camera as a result of unreasonable use and/or negligence. This Limited Warranty is provided by 34ED, LLC, and it contains the only express warranty provided by 34ED, LLC. Provider does not authorize any other person, including distributors, to offer or provide any other warranties on manufacturer's behalf. Provider disclaims any express warranty not provided herein and any implied warranty, guarantee or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of fitness for a particular purpose. Provider further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary, or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of these 34ED cameras. Provider shall bear no responsibility or obligation with respect to the manner of use of 34ED cameras. Provider specifically disclaims and negates any warranty of fitness for a particular purpose of such camera including, without limitation, any warranty that the use of such camera for any purpose will comply with applicable laws and regulations or overcome any specific problem or situation. When returning cameras for service, use adequate packaging to prevent shipping damage. Shipping damage is not covered under warranty.

Other Limits: THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Company does not warrant against damages or defects arising out of improper or abnormal use of handling of the Products; against defects or damages arising from improper installation (where installation is by persons other than Company or direct assigns), against defects in products or components not manufactured by Company, or against damages resulting from such non-Company made products or components. Company passes on to Buyer the warranty it received (if any) from the maker thereof of such non-Company made products or components. This warranty also does not apply to Products upon which repairs have been affected or attempted by persons other than pursuant to written authorization by Company. Warranty is void if product(s) vandalism encasements are tampered or opened by persons other than the Company. In addition to this, any means of system malfunction due to anything other than the system itself will not be covered by the warranty (i.e. Faulty building wiring, lighting surges, environmental conditions etc...).

Exclusive Obligation: THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Company shall be to repair or replace the defective Products in the manner and for the period provided above. Company shall not have any other obligation with respect to the Products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Company be liable for incidental, special or consequential damages.

Other Statements: Company's employees or representatives OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not part of the contract for sale or this limited warranty.

Entire Obligation: This Limited Warranty states the entire obligation of the Company with respect to the Products. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.



Audio Enhancement General Electronics Standard One Year Warranty

Audio Enhancement is pleased to offer a standard one (1) year limited manufacturer's warranty ("Limited Warranty") against malfunction due to manufacturing defects in materials or workmanship on our General Electronics (including but not limited to: MS-400, Hydra Adapter (SC-12-24VACDC), MS-200, Alert Notification Button, and MS-101). The Limited Warranty applies only if: (1) the General Electronics is installed according to manufacturer's instructions and (2) the General Electronics has not been misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of the manufacturer. The following are not included under this Limited Warranty: (1) Misuse or abuse by the Customer; (2) normal wear and tear; and (3) physical damage to the General Electronics as a result of unreasonable use and/or negligence. This Limited Warranty is provided by Audio Enhancement, Inc., and it contains the only express warranty provided by Audio Enhancement. Provider does not authorize any other person, including distributors, to offer or provide any other warranties on manufacturer's behalf. Audio Enhancement disclaims any express warranty not provided herein and any implied warranty, guaranty or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of fitness for a particular purpose. Audio Enhancement further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary, or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of the General Electronics. Audio Enhancement shall bear no responsibility or obligation with respect to the manner of use of the General Electronics. Audio Enhancement specifically disclaims and negates any warranty of fitness for a particular purpose of such equipment including, without limitation, any warranty that the use of such equipment for any purpose will comply with applicable laws and regulations or overcome any specific problem or situation. When returning units for service use adequate packaging to prevent shipping damage. Shipping damage is not covered under warranty.

The SAFE System (patent pending) is an alert notification system not intended to be a life-saving device or prevent emergencies. Audio Enhancement, our agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the application of our equipment. In the event of misuse or malfunction of the SAFE System or any of its components, Audio Enhancement, our agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly therefrom.

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DC-40229.06

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LIMITED WARRANTY

Audio Enhancement, Inc., ("Provider") is pleased to offer a standard Five (5) year limited manufacturer's warranty ("Limited Warranty") against malfunction due to manufacturing defects in materials or workmanship on the IR and XD teacher and student microphone, IR-Satellite (TLD100) Dome Sensor/Receiver, the external infrared sensors, XD receiver (K-SRC14), CA-50, CA-50A, GL-300, Hydra II, Ultimate (II, IISE, III), Achiever, Elite, MS-450, MS-250, and Ceiling and Wall speakers ("Provider Products"). Optional accessories are warranted under the same terms for a period of 1 year (see 1 year warranty). The 'AA' NiMH and lithium ion batteries supplied by Audio Enhancement, Inc., carry a 90-day warranty from date of purchase.

The Limited Warranty applies only if: (1) the Provider Products are installed according to Provider's instruction provided to Customer and (2) the Provider Products are not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of Provider, or damage done to Provider's Products by anyone other than Provider.

The following is not included under this Limited Warranty: (1) Misuse or abuse by the Customer; (2) normal wear and tear; and (3) physical damage to Provider's Products as a result of unreasonable use and/or negligence.

This Limited Warranty is provided by Provider, and it contains the only express warranty provided to Customer by Provider. Provider does not authorize any other person, including distributors, to give any other warranties on Provider's behalf. The repair or replacement as provided under the express limited warranty is the sole and exclusive remedy of the Customer and Provider's sole and exclusive liability hereunder.

Provider disclaims any express warranty not provided herein and any implied warranty, guaranty or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. In no event shall Provider be liable, whether in contract, tort (including negligence) or otherwise, for damages in excess of the purchase price of the product giving rise to the damages, or for any direct, indirect, incidental, special, punitive, exemplary, or consequential damages of any kind. Provider further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary, or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of provider's products.

Provider shall bear no responsibility or obligation with respect to the manner of use of any equipment sold by Provider.

Provider specifically disclaims and negates any warranty of fitness for a particular purpose of such equipment including, without limitation, any warranty that the use of such equipment for any purpose will comply with applicable laws and regulations or overcome any specific hearing/auditory processing deficit. When returning units for service, use adequate packaging to prevent shipping damage. Shipping damage is not covered under warranty.

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DC-19000.04

34ED, LLC, dba Centegix - Confidential Information

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